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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

10 United States of America,  
 11 Plaintiff,

12 vs.

13 Wesley Warren Temple,  
 14 Defendant.

No. CR- 22-01107-PHX-JJT(JZB)

**PLEA AGREEMENT**

16 Plaintiff, United States of America, and the defendant, Wesley Warren Temple,  
 17 hereby agree to resolve this matter on the following terms and conditions:

18 1. **PLEA**

19 The defendant will plead guilty to Count One of the indictment charging the  
 20 defendant with a violation of Title 26 United States Code (U.S.C.) § 5861(d), Possession  
 21 of a Firearm Not Registered in the National Firearms Registration and Transfer Record, a  
 22 Class C felony offense.

23 2. **MAXIMUM PENALTIES**

24 a. A violation of Title 26 United States Code (U.S.C.) § 5861(d) is punishable  
 25 by a maximum fine of \$250,000.00, a maximum term of imprisonment of 10 years, or both,  
 26 and a term of supervised release of 3 years. A maximum term of probation is five years  
 27 (including a minimum term of one year if probation is imposed).  
 28

b. According to the Sentencing Guidelines issued pursuant to the Sentencing Reform Act of 1984, the Court shall order the defendant to:

(1) make restitution to any victim of the offense pursuant to 18 U.S.C. § 3663 and/or 3663A, unless the Court determines that restitution would not be appropriate;

(2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a fine is not appropriate;

(3) serve a term of supervised release when required by statute or when a sentence of imprisonment of more than one year is imposed (with the understanding that the Court may impose a term of supervised release in all other cases); and

(4) pay upon conviction a \$100.00 special assessment for each count to which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

c. The Court is required to consider the Sentencing Guidelines in determining the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court is free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crime(s) of conviction, unless there are stipulations to the contrary that the Court accepts.

### 3. AGREEMENTS REGARDING SENTENCING

a. Recommendation. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend a sentence of nineteen (19) months less than the low end of the sentencing range as calculated under U.S.S.G. § 1B1.1(a), before any other departures or variances considered by the court under U.S.S.G. § 1B1.1(b).

b. Non-Binding Recommendations. The defendant understands that recommendations are not binding on the Court. The defendant further understands that the defendant will not be permitted to withdraw the guilty plea if the Court does not follow a recommendation.

c. Assets and Financial Responsibility. The defendant shall make a full accounting of all assets in which the defendant has any legal or equitable interest. The

1 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
2 transfer any such assets or property before sentencing, without the prior approval of the  
3 United States (provided, however, that no prior approval will be required for routine, day-  
4 to-day expenditures). The defendant also expressly authorizes the United States Attorney's  
5 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
6 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant  
7 also shall make full disclosure of all current and projected assets to the U.S. Probation  
8 Office immediately and prior to the termination of the defendant's supervised release or  
9 probation, such disclosures to be shared with the U.S. Attorney's Office, including the  
10 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
11 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
12 under this agreement and the law.

13 d. Acceptance of Responsibility. If the defendant makes full and complete  
14 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's  
15 commission of the offense, and if the defendant demonstrates an acceptance of  
16 responsibility for this offense up to and including the time of sentencing, the United States  
17 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
18 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
19 the United States will move the Court for an additional one-level reduction in the applicable  
20 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

21 4. **AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

22 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States, at the time of  
23 sentencing, shall dismiss the following charges: Not applicable.

24 b. This agreement does not, in any manner, restrict the actions of the United  
25 States in any other district or bind any other United States Attorney's Office.

26 5. **COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

27 a. If the Court, after reviewing this plea agreement, concludes that any  
28 provision contained herein is inappropriate, it may reject the plea agreement and give the



1 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
2 11(c)(5).

3 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
4 vacated, or reversed at any time, this agreement shall be null and void, the United States  
5 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
6 any charges that have been dismissed because of this plea agreement shall automatically  
7 be reinstated. In such event, the defendant waives any and all objections, motions, and  
8 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
9 restrictions in bringing later charges or proceedings. The defendant understands that any  
10 statements made at the time of the defendant's change of plea or sentencing may be used  
11 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
12 limitations of Fed. R. Evid. 410.

13 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

14 The defendant waives (1) any and all motions, defenses, probable cause  
15 determinations, and objections that the defendant could assert to the indictment or  
16 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
17 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
18 judgment against the defendant, or any aspect of the defendant's sentence, including the  
19 manner in which the sentence is determined, including but not limited to any appeals under  
20 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255  
21 (habeas petitions), and any right to file a motion for modification of sentence, including  
22 under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under  
23 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall  
24 result in the dismissal of any appeal, collateral attack, or other motion the defendant might  
25 file challenging the conviction, order of restitution or forfeiture, or sentence in this case.  
26 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective  
27 assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section  
28 II.B of Ariz. Ethics Op. 15-01 (2015)).

1     **7.     DISCLOSURE OF INFORMATION**

2             a.     The United States retains the unrestricted right to provide information and  
3     make any and all statements it deems appropriate to the U.S. Probation Office and to the  
4     Court in connection with the case.

5             b.     Any information, statements, documents, and evidence that the defendant  
6     provides to the United States pursuant to this agreement may be used against the defendant  
7     at any time.

8             c.     The defendant shall cooperate fully with the U.S. Probation Office. Such  
9     cooperation shall include providing complete and truthful responses to questions posed by  
10    the U.S. Probation Office including, but not limited to, questions relating to:

11                (1)     criminal convictions, history of drug abuse, and mental illness; and

12                (2)     financial information, including present financial assets or liabilities

13    that relate to the ability of the defendant to pay a fine or restitution.

14    **8.     FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

15             a.     Nothing in this agreement shall be construed to protect the defendant from  
16    administrative or civil forfeiture proceedings or prohibit the United States from proceeding  
17    with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all  
18    monetary penalties, including restitution imposed by the Court, shall be due immediately  
19    upon judgment, shall be subject to immediate enforcement by the United States, and shall  
20    be submitted to the Treasury Offset Program so that any federal payment or transfer of  
21    returned property the defendant receives may be offset and applied to federal debts (which  
22    offset will not affect the periodic payment schedule). If the Court imposes a schedule of  
23    payments, the schedule of payments shall be merely a schedule of minimum payments and  
24    shall not be a limitation on the methods available to the United States to enforce the  
25    judgment.

26    ///

27    ///

1     **9.     ELEMENTS**

2     **Possession of a Firearm Not Registered in the National Firearms Registration and**  
 3     **Transfer Record**

4     On or between May 18, 2018, and January 31, 2021, in the District of Arizona:

- 5     1. The defendant knowingly possessed 19 Molotov Cocktails, which are National  
 6     Firearms Act firearms;  
 7         (pursuant to Title 26, § 5645(a)(8) the term firearm includes "destructive  
 8         devices," which are defined in § 5645(f)(1)(A) to include incendiary bombs)
- 9     2. That the 19 Molotov Cocktails were incendiary bombs;
- 10    3. That the defendant knew of the characteristics of the firearms, that is, that they  
 11    were incendiary bombs;
- 12    4. That the firearms were (could readily have been put) in operating condition; and
- 13    5. That the firearms were not registered to the defendant in the National Firearms  
 14    Registration and Transfer Record.

15         (It does not matter whether the defendant knew that the 19 Molotov Cocktails  
 16         were not registered or had to be registered.)

17     **10.   FACTUAL BASIS**

18     a.     The defendant admits that the following facts are true and that if this matter  
 19     were to proceed to trial the United States could prove the following facts beyond a  
 20     reasonable doubt:

21     b.     The defendant possessed 19 Molotov Cocktails in the garage of a home he  
 22     had leased with his wife between May 18, 2018, and January 31, 2021, the date the Molotov  
 23     Cocktails were seized by the FBI. The Molotov Cocktails consisted of 19 12-ounce ginger  
 24     beer bottles filled with a mixture of gasoline, used motor oil, and polystyrene. The bottles  
 25     had been resealed with original style metal caps and were placed in four-pack cardboard  
 26     carrying packaging, with cloth wicks for each of the 19 bottles. The 19 Molotov Cocktails  
 27     were examined by the FBI laboratory and determined to be functional incendiary bombs.  
 28     The defendant knew the items were incendiary bombs and stated that he hoped to detonate  
    them in the desert, but not use them on people or improved property. All that had to be



1 done to ignite the Molotov Cocktails was to remove the metal cap, insert the wick, light  
2 the wick, and cause the bottle to break by throwing it against a hard object. The motor oil  
3 and polystyrene would function to cause the gasoline to adhere to whatever the bottle was  
4 broken against, while it burned. An ATF check determined that the Molotov Cocktails were  
5 not registered in the National Firearms Registration and Transfer Record to the defendant,  
6 or anyone else.

7 c. The defendant shall swear under oath to the accuracy of this statement and,  
8 if the defendant should be called upon to testify about this matter in the future, any  
9 intentional material inconsistencies in the defendant's testimony may subject the defendant  
10 to additional penalties for perjury or false swearing, which may be enforced by the United  
11 States under this agreement.

12 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

13 I have read the entire plea agreement with the assistance of my attorney. I  
14 understand each of its provisions and I voluntarily agree to it.

15 I have discussed the case and my constitutional and other rights with my attorney.  
16 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,  
17 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to  
18 present evidence in my defense, to remain silent and refuse to be a witness against myself  
19 by asserting my privilege against self-incrimination, all with the assistance of counsel, and  
20 to be presumed innocent until proven guilty beyond a reasonable doubt.

21 I agree to enter my guilty plea as indicated above on the terms and conditions set  
22 forth in this agreement.

23 I have been advised by my attorney of the nature of the charges to which I am  
24 entering my guilty plea. I have further been advised by my attorney of the nature and range  
25 of the possible sentence and that my ultimate sentence shall be determined by the Court  
26 after consideration of the advisory Sentencing Guidelines.

1 My guilty plea is not the result of force, threats, assurances, or promises, other than  
2 the promises contained in this agreement. I voluntarily agree to the provisions of this  
3 agreement and I agree to be bound according to its provisions.

4 I understand that if I am granted probation or placed on supervised release by the  
5 Court, the terms and conditions of such probation/supervised release are subject to  
6 modification at any time. I further understand that if I violate any of the conditions of my  
7 probation/supervised release, my probation/supervised release may be revoked and upon  
8 such revocation, notwithstanding any other provision of this agreement, I may be required  
9 to serve a term of imprisonment or my sentence otherwise may be altered.

10 This written plea agreement, and any written addenda filed as attachments to this  
11 plea agreement, contain all the terms and conditions of the plea. Any additional  
12 agreements, if any such agreements exist, shall be recorded in a separate document and  
13 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
14 be in the public record.

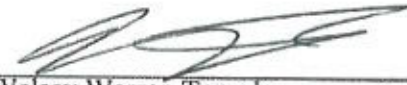
15 I further agree that promises, including any predictions as to the Sentencing  
16 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
17 (including my attorney) that are not contained within this written plea agreement, are null  
18 and void and have no force and effect.

19 I am satisfied that my defense attorney has represented me in a competent manner.

20 I fully understand the terms and conditions of this plea agreement. I am not now  
21 using or under the influence of any drug, medication, liquor, or other intoxicant or  
22 depressant that would impair my ability to fully understand the terms and conditions of this  
23 plea agreement.

24  
25 Date

8/17/23

26  
27  
28  
  
Welsey Warren Temple  
Defendant



APPROVAL OF DEFENSE COUNSEL

I have discussed this case and the plea agreement with my client in detail and have advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional and other rights of an accused, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible. I have further discussed the concept of the advisory Sentencing Guidelines with the defendant. No assurances, promises, or representations have been given to me or to the defendant by the United States or any of its representatives that are not contained in this written agreement. I concur in the entry of the plea as indicated above and that the terms and conditions set forth in this agreement are in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

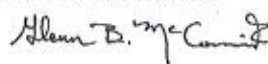
8-17-23  
Date

  
Stephen Garcia  
Attorney for Defendant

APPROVAL OF THE UNITED STATES

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

GARY M. RESTAINO  
United States Attorney  
District of Arizona



Digitally signed by GLENN  
MCCORMICK  
Date: 2023.08.18 10:38:51 -07'00'

Date

GLENN B. MCCORMICK  
Assistant U.S. Attorney

ACCEPTANCE BY THE COURT

1/16/2024  
Date

  
Honorable JOHN J. TUCHI  
United States District Judge